

REMARKS

Claims 1, 2, 5, 6, 7, 12, 15, 16, 19, 20, 25, 27, 28, 29 and 30 are now pending in the present application. Claims 1, 15 and 29 are currently amended. Claims 3, 4, 8, 9, 10, 11, 13, 14, 17, 18, 21, 22, 23, 24, 26, 31, 32, 33, and 34 have been withdrawn pursuant to a restriction requirement. Claims 35 and 36 included in Applicant's previous amendment were not entered.

Drawings

Although Examiner refused to enter Applicant's previous amendment offered in response to the Office Action, Applicant again offers the following amendment to the drawings. In an informal telephone conversation with Examiner on September 1, 2006, Examiner indicated that he would enter this amendment and examine several claims that have not yet been examined.

In the Office Action, the Examiner has again objected to the drawings under 37 CFR §1.83(a) in that the drawings are deemed not to show every feature of the invention. Specifically, the Examiner contends that the "at least one projectile stopping panel" (Claims 15, 16), "the impact cushioning panel" (Claim 28), and "the projectile stopping panel comprising loosely-entangled fibers" (Claim 29) are not shown in the drawings. In the previous Office Action, Applicant pointed out to Examiner that these features were already shown in FIGS. 1 and 9. During an informal telephone conversation with Examiner on August 8, 2006, Examiner noted that these features are not shown in FIGS. 15 and 16, which represent specie E elected with traverse by Applicant pursuant to a restriction requirement. Examiner also stated that he would not look outside FIGS. 15 and 16 for the above referenced features.

Pursuant to Examiner's suggestion that he will not look at any other figures other than FIGS. 15 and 16 for the features of the invention, replacement drawing sheets are attached to this response clearly depicting the "at least one projectile stopping panel" (Claims 15, 16), "the impact cushioning panel" (Claim 28), and "the projectile stopping panel comprising loosely-entangled fibers (Claim 29) in FIG. 16. Specifically, the "at least one projectile stopping panel" and "the projectile stopping panel comprising loosely entangled fibers" are identified by reference numeral 5. The "impact cushioning panel" is identified by reference numeral 6.

No new matter has been entered because these amendments to the drawings are clearly supported by the original disclosure. In paragraph 0069 of the published application, the

description of FIG. 16 states that the bullet is “trapped into the mass or against the surface of any further ballistic panel, such as the panels of FIGS. 1 and 9.” Therefore, the ballistic panels of FIGS. 1 and 9 are incorporated by reference into the description of FIG. 16. Consequently, FIG. 16 has been amended to include the ballistic panels identified by the reference numerals 5 and 6 in FIGS. 1 and 9.

Paragraph 0042 of the published application refers in the description of FIG. 1 to “at least one projectile-trapping panel 5.” Likewise, the specification at paragraph 0070 refers to “at least one projectile-stopping panel, or trapping panel”, which indicates that the terms “projectile trapping panel” and “projectile stopping panel” are used interchangeably. Such panel is now clearly depicted in FIG. 16 and identified by the reference numeral 5.

The “projectile stopping panel comprising loosely entangled fibers” in claim 29 is also shown in FIG. 16. Applicant respectfully refers Examiner to the preceding paragraph indicating that the terms “projectile stopping panel” and “projectile trapping panel” are used interchangeably. To the extent Examiner believes that the “loosely entangled fibers” portion of claim 29 is not shown, Applicant refers Examiner to paragraph 0055 of the specification, wherein it is disclosed that “the projectile-trapping panels 5 ... may comprise a mass of loosely-entangled microfibers 15, FIGS. 1 and 2.” The same paragraph goes on to state that “the term ‘microfiber’ must be understood as encircling all kind of fibers, filaments, threads and the like.” The term “loosely entangled” is defined in paragraph 0057 of the specification. The term “loosely entangled” is also described and claimed in U.S. Patent No. 6,684,468, col. 4, l. 45 through col. 5, l. 12 and claim 1. Therefore, “the projectile stopping panel comprising loosely entangled fibers” in claim 29 is now depicted in FIG. 16 and identified by reference numeral 5.

Applicant also respectfully submits that the “impact cushioning panel” referred to in claim 28 is now shown in FIG. 16. In paragraph 0043 the specification discloses “at least one impact cushioning panel 6, see FIG. 1”. Again, Applicant respectfully refers Examiner to the description of FIG. 16, paragraph 0069, which also refers to FIG. 1 and incorporates the ballistic panels of FIG. 1 by reference into the description of FIG. 16. Because the “impact cushioning panel”, “the projectile stopping panel”, and “the projectile stopping panel comprising loosely entangled fibers” originally shown in FIG. 1 are now shown in FIG. 16 and identified by the

reference numerals 5 and 6, Applicant requests that Examiner withdraws his objection under 37 C.F.R. 1.83(a) that these features are not shown in the drawings.

Applicant has carefully studied the outstanding Office Action. The present Response is intended to be fully responsive to all points of rejection raised by the Examiner and is believed to place the application in condition for allowance. Favorable reconsideration and allowance of this application are respectfully requested. No new matter has been added by any of the amendments. Applicant respectfully requests reconsideration and withdrawal of the Examiner's rejections in view of the foregoing amendments and following remarks.

CLAIM REJECTIONS – 35 U.S.C. § 102

Claims 1, 2, 5, 6, 7, 12, 15, 16, 19, 20, 27, 28, 29 and 30

The Examiner has again rejected claims 1, 2, 5, 12, 15, 16, 27 and 28 under 35 U.S.C. § 102(e) as being anticipated by Anderson et al. (U.S. Patent No. 6,718,861) and claims 1, 5, 6, 7, 15, 16, 19, 20, 27, 28, 29 and 30 under 35 U.S.C. § 102(b) as being anticipated by Meyer (U.S. Patent No. 2,723,214). Examiner has also made this action final.

Respectfully, during an informal telephone conversation on September 1, 2006, Examiner indicated that he would enter an amendment which limits the independent claims to the Markush-type claims that Examiner has not yet examined. It is apparent that Examiner did not consider the claim amendments Applicant offered in response to Examiner's previous office action in preparing the final office action. Specifically, in response to Examiner's previous office action, Applicant amended claims 7, 12, 19, 25 and 30 to replace "comprising" with "consisting of" to render the Markush groups proper. Paragraphs 7 and 10 of the final office action state that "Applicant's use of the phrase 'comprising' in the attempted Markush group does not operate to exclude other materials." With regards to claims 7, 19 and 30, Examiner has again argued that "glass fibers" disclosed in Meyer anticipate these claims, when, in fact, the now proper Markush groups in these claims specifically exclude "glass fibers" because "glass fibers" is not listed in the group. **It is clear, therefore, based on the contents of the latest action and the telephone conversation with Examiner that the claims, as amended in response to the previous office action, were not examined.** Again, Examiner indicated during an informal telephone conversation on September 1, 2006 that an amendment restricting the scope of the independent claims to the scope of the

Markush-type claims would be entered and considered by the Examiner.

In accordance with Examiner's suggestions, Applicant has canceled claims 5 and 7, and has amended claim 1 to include the limitations of dependent claims 5 and 7. Claim 1, as currently amended, is clearly allowable over Anderson and Meyer. In the final office action and during an informal telephone conversation on August 8, 2006, Examiner stated that claim 5 as written clearly indicated that the fabric is cut into pieces, and was probably allowable over the prior art. Nevertheless, in an effort to present an even more clearly allowable claim, Applicant has amended claim 1 to include the limitations of claim 5 and claim 7. First, with regards to the limitations of claim 5 now present in claim 1, neither Anderson nor Meyer disclose a fabric cut into pieces, and Examiner has not referenced any part of Anderson or Meyer that purport to disclose fabric cut into pieces. Second, with regards to the limitations of claim 7 now present in claim 1, Meyer does not disclose glass fibers as Examiner has contended. Meyer, in fact, discloses **resin impregnated** glass fibers. As discussed in Applicant's response to Examiner's previous office action, impregnating the glass fibers of Meyer with resin renders the glass fibers rigid, bringing the glass fibers out of the scope of Applicant's invention. Also, the resin is an element present in and essential to the Meyer invention that is not present in claim 1. Therefore Meyer clearly does not anticipate claim 1, as currently amended.

Moreover, the Markush group in claim 1, as currently amended does not contain "glass fibers". Therefore, even if Meyer can be read to only disclose "glass fibers", it is clear from reading claim 1, as currently amended, that it is not anticipated by any reference (including Meyer) that discloses "glass fibers". Claim 1, as currently amended, is patentable over Anderson and Meyer and Applicant respectfully requests that Examiner enter this amendment and allow claim 1.

Similarly, claim 12, now dependent on the currently amended claim 1, is patentable over Anderson. Anderson does not disclose deformable pieces arranged side-by-side into a material selected from the group consisting of cardboard, rubber, polymers, plastics, EVA, and composites. As stated previously, Examiner has merely repeated arguments presented in his previous action that use of the word "comprising" does not limit the scope of the invention, when, in fact, claim 12 has been amended to render the Markush group proper and limit the scope of the invention. Because Applicant has previously amended claim 12 to limit the scope of the invention to the materials originally listed in claim 12, Anderson does not anticipate claim 12.

According to Examiner's suggestion, Applicant has cancelled claims 16 and 19, and has amended claim 15 to include the limitations of claim 16 and claim 19 in order to render this application in condition for allowance. With regards to the limitations contained in claim 15, as currently amended, Meyer does not disclose glass fibers as examiner has contended. Meyer, in fact, discloses **resin impregnated** glass fibers. As discussed in Applicant's response to Examiner's previous office action, impregnating the glass fibers of Meyer with resin renders the glass fibers rigid, bringing the glass fibers of Meyer out of the scope of Applicant's invention. Also, the resin is an element present in and essential to the Meyer invention that was not present in the limitations for claim 19. Therefore Meyer clearly does not anticipate claim 15, as currently amended.

Most importantly, the Markush group in claim 15, as currently amended to include the limitations of claim 19, does not contain "glass fibers". Therefore, even if Meyer can be read to only disclose "glass fibers" as Examiner has contended, it is clear from reading Claim 15, as currently amended, it is not anticipated by any reference (including Meyer) that discloses "glass fibers". Also, the limitations of claim 16 are now included in claim 15, as currently amended, because claim 19 was originally dependent on claim 16. With all of these limitations included in claim 15, it is allowable over the prior art. Applicant respectfully requests that Examiner enter this amendment and allow claim 15.

Claim 25 as previously amended to render the Markush group proper, is clearly allowable over Anderson. Because it is dependent on Claim 15, as currently amended to include many additional limitations, Claim 25 is even more severely limited than it was previously. Anderson does not disclose deformable pieces arranged side-by-side into a material selected from the group consisting of cardboard, rubber, polymers, plastics, EVA, and composites. Again, it is clear Examiner has not examined claim 25 as previously amended because Examiner merely repeated arguments presented in the previous office action without regard to the amendment rendering the Markush group of claim 25 proper and limiting the scope of the invention. Because Applicant has previously amended claim 25 to limit the scope of the invention to the materials originally listed in claim 25, Anderson does not anticipate claim 25 and Applicant respectfully requests this rejection be withdrawn.

Claim 29 has been amended to that it does not depend from a canceled claim. With regards to claim 30, Meyer does not disclose glass fibers as examiner has contended. Meyer, in fact,

discloses resin impregnated glass fibers. As discussed in Applicant's response to Examiner's previous office action, impregnating the glass fibers of Meyer with resin renders the glass fibers rigid, bringing the glass fibers out of the scope of Applicant's invention. Also, the resin is an element present in and essential to the Meyer invention that is not present in claim 30. Therefore Meyer clearly does not anticipate these claims. Also, the Markush group in claim 30 does not contain "glass fibers". Therefore, even if Meyer can be read to only disclose "glass fibers", it is clear from reading these claims, as previously amended to properly limit the Markush groups, that they are not anticipated by any reference (including Meyer) that discloses "glass fibers". Applicant respectfully requests that examiner allow claim 30 as it is clearly not anticipated by the prior art due to the properly limited Markush group.

In response to Examiner's contention in paragraph 23 of the latest office action that "it is not known what applicant means by 'loosely-entangled'", Examiner is respectfully referred to paragraph 0057 of the specification, wherein the term "entangled" is defined to include actions of "wrinkling, rumpling, disheveling, etc. which action has the purpose of arranging the threads and fibers aleatory and, even loosely, accommodated into a formless, shapeless, amorphous body or mass..." (emphasis added). The term "loosely-entangled" is also similarly described and claimed in U.S. Patent No. 6,684,468, col. 4, l. 45 through col. 5, l. 12 and claim 1. In light of the disclosure in the present application and the cited U.S. patent reference, Examiner should know what Applicant means by "loosely-entangled".

CONCLUSION

Applicant respectfully request that the finality of Examiner's latest office action be withdrawn. Applicant has adopted the Examiner's suggestions and persuasively argued against Examiner's rejections. Consequently, Applicant believes the claims are in condition for allowance. It is respectfully urged that the subject application is patentable over references cited by Examiner and is now in condition for allowance. Applicant requests consideration of the application and allowance of the claims. If there are any outstanding issues that the Examiner feels may be resolved by way of a telephone conference, the Examiner is cordially invited to contact David Carstens at 972.367.2001.

The Commissioner is hereby authorized to charge any additional payments that may be

due for additional claims to Deposit Account 50-0392.

Respectfully submitted,

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